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BELLEVUE CITY AG
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City of Bellevue 11511 Main Street Bellevue, WA 98004

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Original KC Recording Number (form) is filed w/ CR#36880 Please print or type information Document Title (or transaction contained therein): 1. Interlocal Agreement between City of Bellevue Eastside Communication Center Customers to provide Public Safety Wireless Mobile Communications Services 2. 3. see attacked addle title Grantor(s) (Last name first, then first name and initials. Check Box 5 if there are more than four grantors. Do not list more than the first four.) 1. City of Bellevue 2. 3. 5. ☐ Additional names can be found on page(s) ____ of document. Grantee(s) (Last name first, then first name and initials. Check Box 5 if there are more than four grantors. Do not list more than the first four.) 1. City of Redmond 2. Eastside Fire & Rescue, WA 3. City of Kirkland 4. Woodinville Fire and Life Safety District, WA 5. City of Clyde Hill Legal description (abbreviated. i.e. lot, block, plat or section, township, range, and quarter/quarter section) ☐ The complete or remaining legal description is on page of document. Assessor's Property Tax Parcel or Account Number at time of recording: NA Reference Number(s) City Clerks Receiving Number(s) City Council Ordinance #5552 City Clerk's Receiving # 36880, #37114, #36884, #36883, #36882, #36881 ☐ Additional references on page of document. City Contact: Michelle Murphy, Deputy City Clerk Phone #: 425 452-6466 City I.D. # The auditor/recorder will rely on the information provided on this form. The staff will not read the document

to verify the accuracy or completeness of the index information provided herein.

City of Redmond Contract 4816 CR# 37114 DATE 2/28/05 Loc 05-15 Attachment A

INTERLOCAL AGREEMENT BETWEEN CITY OF BELLEVUE, WASHINGTON AND CITY OF REDMOND, WA

This Agreement is made and entered into this 5th day of October between the City of Redmond, hereinafter "Redmond" and the City of Bellevue, hereinafter "Bellevue", both municipal corporation of the State of Washington, located in King County, Washington, with respect to the following facts:

WHEREAS, local jurisdictions have the power, authority and responsibility to provide public safety/emergency communication services within their respective boundaries; and

WHEREAS, local jurisdictions, as a result of this, have the power, authority and responsibility to provide public safety/emergency communication dispatching services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are an effective and efficient method of providing such dispatch services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are customarily the responsibility of the local jurisdiction wherein the service is located or needed; and

WHEREAS, Bellevue recognizes that there is a sizable population in the greater Eastside that would benefit from such services but due to various constraints the local jurisdictions are unable to provide such services; and

WHEREAS, many agencies lack technical staff that can support the new devices, network connections and software or find a great reluctance on the part of their IT staff to assume internal support for Public Safety Wireless Mobile Communication devices given the lack of access or knowledge they have to the central infrastructure in place in Bellevue; and

WHEREAS, Bellevue is committed to ensuring that the highest quality services are provided to this population and is dedicated to providing appropriate services; and

WHEREAS, Bellevue established and maintains a dispatch communications center to provide public safety/emergency communication dispatching services; and

WHEREAS, Bellevue is capable of providing dispatching service to the geographical area serviced by Redmond; and

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 1 of 7 11/23/2004 WHEREAS, Redmond recognizes that the Bellevue's Communication Center ("COM Center") is highly qualified to provide Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, both parties desire to enter into an agreement for the purpose of providing Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, such an agreement as herein set forth are specifically authorized by the Interlocal Cooperation Act as set forth in Chapter 39.34 of the Revised Code of Washington; now therefore,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

PURPOSE OF THIS AGREEMENT:

This Agreement between Bellevue and Redmond expresses an understanding of the terms, conditions, and responsibilities of the parties for delivering public safety mobile wireless communication services.

The Bellevue Public Safety Wireless Mobile System includes applications for Bellevue Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the fire and police apparatus to the Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such, the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It enhances the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the associated equipment, with input and oversight of Redmond. Redmond benefits by having a fully functional system without the associated responsibilities and costs of

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 2 of 7 11/23/2004 developing and maintaining such a system. Consequently, it will alleviate Redmond of the responsibility for maintaining network connections and contracts with separate vendors. All of these services will be provided by Bellevue.

PROVISION OF SERVICE:

Commencing October 19th 2004, and thereinafter during the term of this Agreement, Bellevue will provide Public Safety Wireless Mobile Communication Services on behalf of Redmond. In rendering this service, Bellevue shall have sole discretion as to the staffing and equipment that will be used to provide the service and will be the judge of the most expeditious, efficient and effective manner in handling and responding for calls for service provided that the level of service is consistent with the above referenced established professional standards and levels of service in the State of Washington. Bellevue will be the administrative authority for operations conducted under this Services agreement.

Bellevue will provide a full service turn-key public safety wireless package to Redmond which includes startup/implementation, training, equipment, software licensing, and an ongoing service level agreement. Bellevue will be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as, providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users. Bellevue will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It is the responsibility of Redmond to provide the appropriate personnel to be trained

INTERGOVERNMENTAL COOPERATION:

Each party agrees to cooperate in all practical and available ways with local, state, and federal government agencies so as to maximize utilization of grant funds, for equipment and operations, and to enhance the effectiveness of operations and to minimize costs. To this end, Redmond desires to accept all obligations and responsibilities in accepting grant award money as a subgrantee as if it were a direct award grantee. To wit:

- 1. Redmond authorizes the City of Bellevue to join King County in a joint application for a federal Homeland Security grant award on Redmond's behalf for costs associated with the initial deployment of computer aided dispatch systems and mobile data computers for Redmond's fire units.
- 2. Redmond agrees to accept any grant award accepted by Bellevue as a result of King County's application, referenced in Paragraph 1 above.

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 3 of 7 11/23/2004

- 3. Redmond agrees to pay the City of Bellevue for all costs, expenses, and other grant fund expenditures or commitments, the full costs of Bellevue staff time related to any subgrantor functions necessary or appropriate and any other fees, expenses, penalties, fines or expenditures Bellevue incurs as a result of Bellevue acting as a subgrantor for grant funds accepted on behalf of Redmond.
- 4. Redmond agrees to do all things necessary and/or appropriate to comply with the terms of the grant award and this Interlocal Agreement and to execute any further agreements necessary or appropriate for the acceptance, maintenance and/or administration of said grant award.
- 5. Redmond shall indemnify, defend and hold the City of Bellevue, its elected officials, employees, and agents harmless from any and all claims, awards, judgments settlements, fees costs, penalties or other monetary obligations including reasonable attorneys fees of whatever form or nature arising out of or relating to Bellevue's acting as a subgrantor for any grant award Bellevue accepts on behalf of the Redmond.

PUBLIC SAFETY WIRELESS IMPLEMENTATION AND SUPPORT PLAN:

In order to implement the Public Safety Wireless Communication Services, Bellevue will create a public safety wireless implementation and support plan (hereinafter referred to as the "Plan"), detailing the necessary equipment, appropriate timelines for implementation, a cost/fee schedule and any other requirements for the implementation and support of the system.

Bellevue will submit the Plan, which includes the fee schedule, to Redmond for approval. Within 30 days of its submission, Redmond will either accept or reject the Plan. If rejected, the parties will have 30 days to reach a mutually agreeable plan or else this Agreement will be terminated. If the Plan is accepted, the Plan will contain the details which will effectuate this Agreement. The parties will work together to achieve mutual goals for the provision of Public Safety Wireless Communication Services as outlined in the Plan. The Plan may be modified and changed by written agreement of the parties.

The Police Chief of the Bellevue Police Department or designee has the authority to establish fees, develop, negotiate and administer the Plan on behalf of Bellevue. Prior to any fee changes being implemented, Redmond will be given notice and the opportunity to negotiate the change. If the parties are unable to reach a resolution with respect to the fees, Redmond has the right to terminate this agreement. In

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 4 of 7 11/23/2004 addition to administering the Plan, the Fire Chief for Redmond or designee shall have the authority to negotiate on behalf of and bind Redmond, subject to the requirements imposed by Redmond's governing body.

STAFFING:

The Bellevue Communications Center is an entity of Bellevue and Bellevue Information Technology (ITD) staff and Bellevue Communication Center staff—are employees of Bellevue and not Redmond. Redmond has no direct control over the employees of the COM Center or ITD other than by official written agreement.

FORCE MAJEURE:

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

ADDITIONAL CUSTOMERS:

Bellevue shall be permitted to add additional customers to the Bellevue Public Safety Wireless Mobile System; provided however, Bellevue must maintain the same service levels for its existing customers.

PAYMENT:

Redmond will be billed, at the rates set forth in Fee Schedule located in the Implementation and Support Plan, on an annual basis for the services, and payment of such fees will be due within time frame specified in the Plan.

There will be one consistent price per unit that includes capital as well as service costs. System costs, including support personnel costs, will be factored into the fee schedule contained in the Plan.

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 5 of 7 11/23/2004

PROPERTY OWNERSHIP:

Except as otherwise provided for in this Agreement, all property acquired by Bellevue to carry out the requirements of this Agreement and any other associated duties, shall remain the property of Bellevue. To allow for the ease of monitoring and standardization, Bellevue retains all rights to any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

Unless otherwise designated, Redmond will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in the Plan. If Redmond elects not to replace the equipment as required, Redmond may request that Bellevue replace the equipment and bill Redmond for any costs associated with the replacement. In the alternative, Redmond may terminate this contract and service.

MUTUAL INDEMNIFICATION:

Each party will indemnify, defend, and hold the other party (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) party's breach of any obligations, representations, or warranties under the Agreement, (b) party's outside business activities, (c) any negligent act or omission of the party, or (d) the infringement or misappropriation by party of any foreign or United States patent, copyright, trade secret, or other proprietary right in results. For this purpose, each party, by mutual negotiation, hereby waives, as respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the offending party.

NOTIFICATIONS: Written notice to City of Bellevue shall be made to:

City Manager City of Bellevue P.O. Box 90012 Bellevue, Washington 98009-9012

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 6 of 7 11/23/2004 Written notice to The City of Redmond shall be made to:

Mayor City of Redmond 8450 161st Ave NE Redmond, WA 98052

<u>AMENDMENTS</u>: This Agreement constitutes the final and completely integrated agreement between parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement is valid unless in writing and signed by both parties. Either party may request modifications in the scope of permissible activities, terms, or conditions of this Interlocal Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Interlocal Agreement. Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full force and effect.

<u>EFFECTIVE DATE</u>: This Interlocal Agreement will become effective on the date recorded with the King County Auditor.

<u>TERMINATION</u>: Either party may terminate this agreement upon 90 days written notice. Upon termination, Redmond will own its equipment. Bellevue shall retain ownership of any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. This Interlocal Agreement will remain in effect until terminated as provided herein. This Interlocal Agreement may be renewed by the parties by a writing executed prior to the termination date.

Steve Sarkozy
Bellevue City Manager

Rosemarie Ives Redmond Mayor

Approved as to Form:

Jerome Roéché

Assistant City Attorney

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 7 of 7

11/23/2004

CERTIFICATION

The undersigned, MICHELLE MURPHY, DEPUTY CITY CLERK of the City of Belleyue, Washington, certifies that this is a true

Dated this 7 day of Oc

dote 2005

Deputy City Clerk

20050523002745

BELLEVUE CITY AG
BEAGE 8015 18 115
KING COUNTY: UA

City of Bellevue 11511 Main Street Bellevue, WA 98004

Original KC Recording Number (form)
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to verify the accuracy or completeness of the index information provided herein.

CR# 36880 DATE 01.04.05 LOC 05-15

INTERLOCAL AGREEMENT BETWEEN CITY OF BELLEVUE, WASHINGTON AND CITY OF REDMOND, WA

This Agreement is made and entered into this _13th__ day of __October_____ between the City of Redmond, hereinafter "Redmond" and the City of Bellevue, hereinafter "Bellevue", both municipal corporation of the State of Washington, located in King County, Washington, with respect to the following facts:

WHEREAS, local jurisdictions have the power, authority and responsibility to provide public safety/emergency communication services within their respective boundaries; and

WHEREAS, local jurisdictions, as a result of this, have the power, authority and responsibility to provide public safety/emergency communication dispatching services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are an effective and efficient method of providing such dispatch services; and

WHEREAS, Public Safety Wireless Mobile Communication Services are customarily the responsibility of the local jurisdiction wherein the service is located or needed; and

WHEREAS, Bellevue recognizes that there is a sizable population in the greater Eastside that would benefit from such services but due to various constraints the local jurisdictions are unable to provide such services; and

WHEREAS, many agencies lack technical staff that can support the new devices, network connections and software or find a great reluctance on the part of their IT staff to assume internal support for Public Safety Wireless Mobile Communication devices given the lack of access or knowledge they have to the central infrastructure in place in Bellevue; and

WHEREAS, Believue is committed to ensuring that the highest quality services are provided to this population and is dedicated to providing appropriate services; and

WHEREAS, Bellevue established and maintains a dispatch communications center to provide public safety/emergency communication dispatching services; and

WHEREAS, Bellevue is capable of providing dispatching service to the geographical area serviced by Redmond; and

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 1 of 7 10/13/2004 WHEREAS, Redmond recognizes that the Bellevue's Communication Center ("COM Center") is highly qualified to provide Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, both parties desire to enter into an agreement for the purpose of providing Public Safety Wireless Mobile Communication Services that are consistent with and exceed established professional standards and levels of service in the State of Washington;

WHEREAS, such an agreement as herein set forth are specifically authorized by the Interlocal Cooperation Act as set forth in Chapter 39.34 of the Revised Code of Washington; now therefore,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

PURPOSE OF THIS AGREEMENT:

This Agreement between Bellevue and Redmond expresses an understanding of the terms, conditions, and responsibilities of the parties for delivering public safety mobile wireless communication services.

The Bellevue Public Safety Wireless Mobile System includes applications for Bellevue Police and Fire Departments to directly access Computer Aided Dispatch (CAD) information and track field locations of public safety resources utilizing Global Positioning System (GPS) technology. It serves as a key tool for communications between the fire and police apparatus to the Communication Center and provides the means for a volceless field resource status system for the Fire Department. This system is designed to provide enhanced accuracy, safety, and efficiencies in utilizing public safety resources.

As the current 800 MHz radio system is closely integrated into the new wireless system, participating in this wireless technology greatly reduces radio traffic, improves officer and firefighter safety, and increases efficiencies of the radio/dispatch system, which in turn will reduce workload for the dispatchers. As such, the Public Safety Wireless Mobile System is designed to maximize the utilization of resources and reduce waste through unnecessary duplication of resources. It enhances the ability of Bellevue to maintain control and oversight of the Bellevue communications network and all the associated equipment, with input and oversight of Redmond. Redmond benefits by having a fully functional system without the associated responsibilities and costs of

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 2 of 7 10/13/2004 developing and maintaining such a system. Consequently, it will alleviate Redmond of the responsibility for maintaining network connections and contracts with separate vendors. All of these services will be provided by Bellevue.

PROVISION OF SERVICE:

Commencing _______ 200_, and thereinafter during the term of this Agreement, Bellevue will provide Public Safety Wireless Mobile Communication Services on behalf of Redmond. In rendering this service, Bellevue shall have sole discretion as to the staffing and equipment that will be used to provide the service and will be the judge of the most expeditious, efficient and effective manner in handling and responding for calls for service provided that the level of service is consistent with the above referenced established professional standards and levels of service in the State of Washington . Bellevue will be the administrative authority for operations conducted under this Services agreement.

Bellevue will provide a full service turn-key public safety wireless package to Redmond which includes startup/implementation, training, equipment, software licensing, and an ongoing service level agreement. Bellevue will be responsible for the operational aspects of this system including but not limited to monitoring and maintaining equipment, as well as, providing ongoing service in all areas thereby ensuring the consistency and continuity needed to provide the level of stability in the application that will be expected by users. Bellevue will provide qualified and trained personnel to implement and run the system and provide any appropriate training. It is the responsibility of Redmond to provide the appropriate personnel to be trained

INTERGOVERNMENTAL COOPERATION:

Each party agrees to cooperate in all practical and available ways with local, state, and federal government agencies so as to maximize utilization of grant funds, if any, for equipment and operations, and to enhance the effectiveness of operations and to minimize costs.

PUBLIC SAFETY WIRELESS IMPLEMENTATION AND SUPPORT PLAN:

In order to implement the Public Safety Wireless Communication Services, Bellevue has created a public safety wireless implementation and support plan (hereinafter referred to as the "Plan" attached as Exhibit_), detailing the necessary equipment, appropriate timelines for implementation, a cost/fee schedule and any other requirements for the implementation and support of the system.

Bellevue will submit the Plan, which includes the fee schedule, to Redmond for Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 3 of 7 10/13/2004

approval. Within 30 days of its submission, Redmond will either accept or reject the Plan. If rejected, the parties will have 30 days to reach a mutually agreeable plan or else this Agreement will be terminated. If the Plan is accepted, the Plan will contain the details which will effectuate this Agreement. The parties will work together to achieve mutual goals for the provision of Public Safety Wireless Communication Services as outlined in the Plan. The Plan may be modified and changed by written agreement of the parties.

The Police Chief of the Bellevue Police Department or designee has the authority to establish fees, develop, negotiate and administer the Plan on behalf of Bellevue. Prior to any fee changes being implemented, Redmond will be given notice and the opportunity to negotiate the change. If the parties are unable to reach a resolution with respect to the fees, Redmond has the right to terminate this agreement In addition to administering the Plan, the Fire Chief for Redmond or designee shall have the authority to negotiate on behalf of and bind Redmond, subject to the requirements imposed by Redmond's governing body.

STAFFING:

The Bellevue Communications Center is an entity of Bellevue and Bellevue Information technology(ITD) staff and Bellevue Communication Center staff are employees of Bellevue and not Redmond. Redmond has no direct control over the employees of the COM Center or ITD other than by official written agreement.

FORCE MAJEURE:

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

ADDITIONAL CUSTOMERS:

Bellevue shall be permitted to add additional customers to the Bellevue Public Safety Wireless Mobile System; provided however, Bellevue must maintain the same service levels for its existing customers.

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 4 of 7 10/13/2004

PAYMENT:

Redmond will be billed, at the rates set forth in Fee Schedule located in the Implementation and Support Plan, on an annual basis for the services, and payment of such fees will be due within time frame specified in the Plan.

There will be one consistent price per unit that includes capital as well as service costs. System costs, including support personnel costs, will be factored into the fee schedule contained in the Plan.

PROPERTY OWNERSHIP:

Except as otherwise provided for in this Agreement, all property acquired by Bellevue to carry out the requirements of this Agreement and any other associated duties, shall remain the property of Bellevue. To allow for the ease of monitoring and standardization, Bellevue retains all rights to any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. Centralized management significantly decreases challenges in coordination and communication and greatly enhances the ability to identify patterns in user errors or real hardware/software problems.

Unless otherwise designated, Redmond will own their equipment. However, they shall replace this equipment in accordance with the schedule designated in the Plan. If Redmond elects not to replace the equipment as required, Redmond may request that Bellevue replace the equipment and bill Redmond for any costs associated with the replacement. In the alternative, Redmond may terminate this contract and service.

MUTUAL INDEMNIFICATION:

Each party will indemnify, defend, and hold the other party (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) party's breach of any obligations, representations, or warranties under the Agreement, (b) party's outside business activities, (c) any negligent act or omission of the party, or (d) the infringement or misappropriation by party of any foreign or United States patent, copyright, trade secret, or other proprietary right in results. For this purpose, each party, by mutual negotiation, hereby waives, as respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 5 of 7 10/13/2004 recoverable from the offending party.

NOTIFICATIONS: Written notice to City of Bellevue shall be made to:

City Manager City of Bellevue P.O. Box 90012 Bellevue, Washington 98009-9012

Written notice to The City of Redmond shall be made to:

Mayor City of Redmond 8450 161st Ave NE Redmond, WA 98052

<u>AMENDMENTS</u>: This Agreement constitutes the final and completely integrated agreement between parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement is valid unless in writing and signed by both parties. Either party may request modifications in the scope of permissible activities, terms, or conditions of this Interlocal Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Interlocal Agreement. Should any provision of this agreement be deemed invalid, the remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: This Interlocal Agreement will become effective October 13, 2004.

<u>TERMINATION</u>: Either party may terminate this agreement upon 90 days written notice. Upon termination, Redmond will own its equipment. Believue shall retain ownership of any centralized computer hardware, software, telecommunications or other equipment used to provide the Services. This Interlocal Agreement will remain in effect until terminated as provided herein. This Interlocal Agreement may be renewed by the parties by a writing executed prior to the termination date.

Steve Sarkozy City Manager

Interlocal Agreement Between City Of Bellevue And City of Redmond - Page 6 of 7 10/13/2004 CERTIFICATION

The undersigned, MICHELLE MURPHY, DEPUTY CITY CLERK of the City of Bellevue, Washington, certifies that this is a true and correct copy of Leables Se

Dated this_

lle Murph

Deputy City Clerk

Rosemarie Ives, Mayor City of Redmond

Approved as to Form:

Jerome Roaché / Assistant City Attorney

APPRINCIPAS TOFORM:

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 5552, authorizing the City Manager or his designee to execute a Homeland Urban Area Security Initiative (UASI) II grant agreement (and supplements if necessary) with King County for acceptance of \$563,685 in federal funds; authorizing the City Manager or his designee to execute Interlocal Agreements to provide Public Safety Wireless Mobile Communication Services for participating Eastside Communication Center Customers; amending the 2003-2009 CIP Plan by \$1,380,674 to establish a new CIP project CIP Plan No. PS-54, Zone 1 Wireless Project; and, authorizing the City Manager or his designee to execute a contract amendment with ARINC, the Public Safety Wireless System Integrator, to expand ARINC's services to Bellevue to include the Eastside Communication Center Customers.

FISCAL IMPACT

Adopting this ordinance will amend the 2003-2009 CIP Plan by establishing a new CIP project, Zone 1 Wireless (PS-54), for a total project cost of \$1,380,674. These costs are fully funded as illustrated in the table below. The net impact of this project to the City of Bellevue is \$8,476 and is included in the 2005-2006 Preliminary Police Department General Fund budget.

Costs

ARINC Contract Amendment	\$1,254,640
City of Bellevue Services	126,034
Total	\$1,380,674

Funding Sources

UASI II Grant	\$ 563,685
Zone 1 Agencies (via Interlocal agreements)	808,513
City of Bellevue Police operating budget	8,476
Total	\$1,380,674

The UASI II grant funds are available on a reimbursement basis from King County; the City will need to expend funds first and then seek reimbursement for its expenses from the County. The grant program has no matching fund requirements.

As part of the amendment to the ARINC contract, the City is purchasing four Mobile Data Terminals (MDT) and associated peripheral equipment. Ongoing annual maintenance and operating (M&O) and replacement costs for these units are estimated to be \$4,641 per unit and are included in the 2005-2006 Preliminary Police Department General Fund budget.

STAFF CONTACTS

Gary Clesson, Senior Technology Architect, 425-452-6899 Toni Cramer, Chief Information Officer, 425-452-2972 Charlie Bush, Intergovernmental Management Analyst, 425-452-6837

POLICY CONSIDERATION

The City is currently implementing the Public Safety Wireless system for both Police and Fire. This project always anticipated, with Council's direction, the inclusion of expanding the project to the Eastside Communication Center customers. Approving the ordinance and resolutions will allow us to expand the system to the neighboring agencies.

BACKGROUND

General

The Wireless Data Communications system will be the primary means of communications for City of Bellevue Public Safety as well as several of the Eastside Communications Center customers. This system is in process of being installed for the City of Bellevue. The next step is to expand the system to our customers. Part of the funding for this expansion is from a federal grant. This agenda memorandum covers the information needed for the participating Eastside Communication Center customers to be included in this project. We are seeking approval from Council on four pertinent items —

- 1. Execute an Urban Area Security Initiative (UASI) II Subgrant Agreement with King County
- 2. Execute Interlocal Agreements with the Eastside Communications Center customers
- 3. Amending the 2003-2009 CIP Plan by \$1,380,674 to establish a new CIP project CIP Plan No. PS-54, Zone 1 Wireless Project
- 4. Execute Contract Amendment with System Integrator ARINC.

In order for this part of the project to be successful all four components have to be simultaneously approved by Council.

UASI II Grant

Urban Area Security Initiative (UASI) II is a program at the discretion of the Secretary of Homeland Security through which the federal government allocates funds to the urban areas considered most at risk. Funds pass from the federal government to the state that contains the at risk urban area(s). The state must pass through at least 80% of the funds directly to the urban area for which they are designated. If the state decides to retain its maximum of 20% of the grant, it must expend those funds within the urban area for which they are designated. Washington State received \$18.1 million in UASI II funds for the Seattle Urban Area, defined as King, Pierce, and Snohomish Counties, and passed 100% of them through.

Within the Seattle Urban Area, Seattle is designated as the core city and King County as the core county. Seattle and King County have veto powers on the Urban Area Work Group (UAWG), which makes the initial allocation of funds to the UAWG agencies. The Seattle UAWG is comprised of representatives from the City of Seattle, King County, Pierce County, Snohomish County, and the Washington State Military Department. King County received \$6.14 million of the \$18.1 million in UASI II funds allocated by the UAWG. It decided to pass through \$2.5 million of those funds to the cities of King County and determined that the most suitable method for passing the funds through was to use the Region 6 Homeland Security Council, which is staffed by the King County Office of Emergency Management. This group, also known as the Emergency Management Advisory Committee (EMAC), is empowered by the State to distribute homeland security funds from designated grant programs within King County. Bellevue's Emergency Manager, Barb Graff, serves as the Vice Chair of EMAC. In a

process identical to the one used for the State Homeland Security Program (SHSP) funds, EMAC ran a competitive grant process to allocate the UASI II funds. In April 2004, King County issued a request for proposals (RFP) to the cities of King County for \$2.5 million in funding from UASI II. Seattle was ineligible to receive funds from this competition, as it had already received \$8.6 million in direct UASI II funding. Bellevue was therefore the largest city, by population, eligible to receive funding.

These UASI funds were a small portion of the \$56 million in total homeland security funding provided to jurisdictions within King County. Bellevue had the opportunity to compete for \$7.5 million of the \$56 million total in homeland security funding coming to King County. With the addition of these grants, Bellevue will be the recipient of approximately \$1.8 million of the \$56 million. A detailed list, generated by the King County Office of Emergency Management, of total pass through and direct grant funding received by agencies in King County is attached.

This \$563,685 grant project reimburses Bellevue and Communication Customers the cost of MDTs for first responder vehicles for the Bellevue Police Department, Eastside Fire & Rescue, the Kirkland Fire Department and the Redmond Fire Department. It is also referred to as the Zone 1 Wireless Project. The terminals will allow more efficient communications with the Bellevue Communications Center. It will also improve interoperable communications between agencies in the field. The project will be completed as an extension of the City of Bellevue's current deployment of this technology for its own first responder units. There are significant benefits to be yielded by reduced radio traffic and thus improved efficiency at the City of Bellevue 911 Communications Center, which provides dispatch services to all of the benefited agencies. The Bellevue Information Technology Department will be the primary administrator of this grant, with oversight from the Bellevue Finance Department. Agencies involved in this grant consortium are expected to replace their new units provided by this grant at the end of their life span.

An existing contract with ARINC for the purchase of the Wireless Mobile Data Communication System is in place for \$2,528,345. This is identified in the CIP Project PS-36, Mobile Data Computer/Automated Vehicle Location. This Ordinance authorizes an immediate contract increase of \$1,254,640. This would bring the total amount authorized under the contract to \$3,782,985.

This project must be completed by June 1, 2005, the expiration date of the grant.

Interlocal Agreements

It is the intent of the City of Bellevue to enter into Interlocal agreements with participating Eastside Communications Center Customers including Eastside Fire & Rescue, Kirkland Fire Department, Redmond Fire Department, Woodinville Fire and Life Safety and the Clyde Hill Police Department to provide public safety wireless communication services. These Communications Customers are purchasing MDTs, associated equipment, installation, first year hardware and software maintenance and City of Bellevue services

Bellevue will provide a full service turn-key public safety wireless package to each participating customer. This includes startup/implementation, training, equipment, software licensing, and ongoing service.

This technology serves as a key tool for communications between the fire and police apparatus to the

Communication Center and provides the means for a voiceless field resource status system for the Fire Department. This system is designed to provide increased accuracy, safety, and efficiencies in utilizing public safety resources. Expanding this service to our customers enhances the overall service delivery for the coverage area.

Contract Amendment

ARINC is the Systems Integrator for the City of Bellevue's Public Safety Wireless System. The contract with ARINC authorizes them to implement, install, train, test and fully integrate the wireless system with our existing CAD and Police Records Management Systems. The service provided by ARINC will be extended to our regional customers via an amendment to the existing contract.

These costs will cover integration services by ARINC, the purchase of equipment, installation and implementation of the system, testing and ongoing maintenance of hardware and software.

EFFECTIVE DATE

If approved by Council, Ordinance No. 5552 will become effective October 27, 2004

OPTIONS

- 1. Adopt Ordinance No. 5552 authorizing the City Manager or his designee to execute a Homeland Security Subgrant Agreement with King County that will reimburse the City for the completion of a Public Safety Wireless project; amending the 2003-2009 CIP Plan to increase the plan and to establish a new CIP project; and authorizing the expenditures of said grant funds; authorizing the City Manager or his designee to execute Interlocal agreements with participating Communication Customers and authorizing the City Manager or his designee to execute a contract amendment authorizing ARINC to integrate these customers into the current public safety wireless system.
- 2. Reject Ordinance No. 5552 and provide alternative direction to staff.

RECOMMENDATION

Staff recommends Option 1.

MOTION

Adopt Ordinance No. 5552 authorizing the City Manager or his designee to execute a Homeland Security Subgrant Agreement with King County that will reimburse the City for the completion of a Public Safety Wireless project; amending the 2003-2009 CIP Plan to increase the plan and to establish a new CIP project; and authorizing the expenditures of said grant funds; authorizing the City Manager or his designee to execute Interlocal agreements with participating Communication Customers and authorizing the City Manager or his designee to execute a contract amendment authorizing ARINC to integrate these customers into the current public safety wireless system.

ATTACHMENTS

- 1. List of King County Pass Through Grant Recipients
- 2. List of Participating Agencies and Equipment
- 3. Proposed Ordinance No. 5552

AVAILABLE IN COUNCIL OFFICE

Eastside Interoperable Communications Equipment Grant Contract with King County

Pass-Through Grants Distribution Cities, Tribes & Special Purpose Districts as of 8/11/04

(Listed in alphabetical order by Participating Jurisdiction)

	Pass		Total by
Participating Jurisdiction	Through	Direct Grants	Jurisdiction
Aubum	\$ 162,618		\$ 162,618
Bellevue	\$ 1,793,321		\$ 1,793,321
Bothell	\$ 42,740		\$ 42,740
Burlen	\$ 5,549		\$ 5,549
Camation	\$ 5,316		\$ 5,316
Carnation-Duvall Area			<u> </u>
Citizen Corps		\$ 9,258	\$ 9,258
Covington Water District	\$ 114,766		\$ 114,766
Duvall	\$ 9,061		\$ 9,061
Eastside Fire & Rescue for	Service Comments		
King County Consortium	\$ 697,277		\$ 697,277
Federal Way	\$ 254,150		\$ 254,150
Highline Water District	\$ 247,280		\$ 247,280
Issaquah	\$ 100,586		\$ 100,586
Kenmore	\$ 30,040	\$ 5,625	\$ 35,665
Kent	\$ 328,083	\$ 22,933	\$ 351,016
Kirkland	\$ 631,518		\$ 631,518
Lake Forest Park	\$ 25,300		\$ 25,300
Lakehaven Utility District	\$ 46,438		\$ 46,438
Maple Valley	\$ 22,752		\$ 22,752
Medina/Hunts Point	\$ 122,839		\$ 122,839
Mercer Island	\$ 19,999		\$ 19,999
Muckleshoot Tribe	5 15,290		\$ 15,290
Overlake Hospitals	\$ 28,997		\$ 28,997
Redmond	\$ 6,000	\$ 29,321	\$ 35,321
Renton	\$ 173,129		\$ 173,129
Sammamish	\$ 225,075	\$ 5,525	\$ 230,600
SeaTac	\$ 1.875		\$ 1,875
Seattle	\$ 1,345,089	\$ 26,133,134	\$ 27,478,223
Seattle, Port Of	\$ 241,139		\$ 241,139
Shoreline	\$ 105,469		\$ 105,469
Snoqualmie	\$ 31,997		\$ 31,997
Tukwila	\$ 336,102		\$ 336,102
Vashon Island Fire &			
Rescue	\$ 7,320		\$ 7,320
Water District #111	\$ 370,906	<u> </u>	\$ 370,906
Woodinville	\$ 15,416	<u></u>	\$ 15,416
King County Government & Public Health		\$ 8,677,532	\$ 8,677,532
*Regional Projects	1	\$ 13,241,574	\$ 13,241,574
FFY04 unallocated funds		\$ 379,483	
TOTAL	\$ 7,583,438	\$ 48,504,385	\$ 56,067,821

^{*}UASI and State grant regional projects, training and exercises, Citizen Corps, Regional Response Equipment, LETPP Total pass thru&direct grants

PARTICIPATING AGENCIES EQUIPMENT LIST

Listed below is the list of participating agencies included in the grant and contract amendment.

Agency Name	Non-Grant Funded	Grant Funded	Total
Clyde Hill	\$ 43,905		\$ 43,905
Bellevue	8,476	\$ 49,164	57,640
Eastside Fire & Rescue	77,877	293,769	371,646
Kirkland	246,753	24,420	271,173
Redmond	236,736	196,332	433,068
Woodinville	203,242		203,242
Totals	\$816,989	\$ 563,685	\$1,380,674

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5552

AN ORDINANCE authorizing the City Manager or his designee to execute a Homeland Urban Area Security Initiative (UASI) II grant agreement (and supplements if necessary) with King County; authorizing the City Manager or his designee to execute Interlocal Agreements to provide Public Safety Wireless Mobile Communication Services for participating Eastside Communication Center Customers; amending the 2003-2009 CIP Plan to establish a new CIP project, CIP Plan No. PS-54, Zone 1 Wireless Project and to increase the CIP Plan; and, authorizing the City Manager or his designee to execute a contract amendment with ARINC, the Public Safety Wireless System Integrator, to expand ARINC's services to Bellevue to include these Eastside Communication Center Customers.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his design agreement (and supplements if necessary) with K \$563,685.00 in Homeland Urban Area Security In expansion of the Public Safety Wireless Project, a given Clerk's Receiving No	ing County for acceptance of itiative (UASI) II funds for
Section 2. The City Manager or his design Interlocal Agreements to provide Public Safety Wi Services for participating Eastside Communication & Rescue, Kirkland Fire Department, Redmond Fire Safety and the Clyde Hill Police Department Agreements are hereby given Clerk's Receiving N, and	ireless Mobile Communication of Center Customers (Eastside Fire fire Department, Woodinville Fire ent), a copy of which Interlocal
Section 3. The City's 2003-2009 General (adopted by Ordinance No. 5426 on December 9, 5 hereby further amended to establish a new CIP provinces Project, and to increase the 2003-2009 (2002 as previously amended is roject, CIP Plan No. PS-54, Zone 1
Funding Source	•
UASI II Grant Zone 1 Agencies (Via Interlocal Agreements) Bellevue Police Operating Budget	\$ 563,685 808,513 8,476

Total \$1,380,674

0732-ORD 10/13/04

Provided, however, if the actual revenue received from the anticipated sources specified herein shall be more or less than the anticipated amount set forth herein, the CIP Plan No. PS-54 shall be adjusted to be equal to the amount actually received.

Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of CIP Plan PS-54 funds and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 5. The City Manager or his designee is authorized to execute a contract amendment with ARINC, (the Public Safety Wireless System Integrator) to the contract previously given Clerk's Receiving No.,, to expand ARINC's services to Bellevue to include services to the Eastside Communications Center Customers, a copy of which contract amendment is hereby given Clerk's Receiving No
Section 6. This ordinance shall take effect and be in force five (5) days after passage and legal publication.
Passed by the City Council this day of, 2004, and signed in authentication of its passage this day of, 2004.
(SEAL)
Connie B. Marshall, Mayor
Approved as to form:
Lori-M. Rlordan, Acting City Attorney Sioha D. Windsor, Assistant City Attorney
Attest:
Myrna L. Basich, City Clerk
Published

- The motion to approve the agenda carried by a vote of 7-0.
- 8. Consent Calendar
- Mr. Noble moved to approve the Consent Calendar, and Mr. Chelminiak seconded the motion.
- The motion to approve the Consent Calendar carried by a vote of 7-0, and the following items were approved:
 - (a) Minutes of September 27, 2004 Extended Study Session Minutes of October 4, 2004 Study Session Minutes of October 4, 2004 Regular Session
 - (b) Motion to approve payment of claims for the period October 2 through October 15, 2004, and payroll for the period of September 16 through September 30, 2004.
 - (c) Resolution No. 7085 authorizing execution of a contract with Braun Northwest, Inc., in the amount of \$510,900.48 to purchase four Advanced Life Support (ALS) medic units.
 - (d) Resolution No. 7086 authorizing execution of a two-year contract with Premera Blue Cross for third party administration, in the amount of \$1,024,000, of the City's self-insured medical benefits program.
 - (e) Resolution No. 7087 authorizing approval of the Third Amendment to the City of Bellevue Municipal Employees Benefit Trust (MEBT) retirement benefit plan to change the definition of the "Basic" account so that it is limited to the amount that is match-eligible for all participants.
 - (f) Ordinance No. 5552 authorizing execution of a Homeland Urban Area Security Initiative (UASI) II grant agreement (and supplements if necessary) with King County; authorizing execution of Interlocal Agreements to provide Public Safety Wireless Mobile Communication Services for participating Eastside Communication Center customers; amending the 2003-2009 CIP Plan to establish a new CIP project, CIP Plan No. PS-54, Zone 1 Wireless Project, and to increase the CIP Plan; and authorizing execution of a contract amendment with ARINC, the Public Safety Wireless System Integrator, to expand ARINC's services to Bellevue to include these Eastside Communication Center customers.
 - (g) Resolution No. 7088 authorizing execution of a professional services agreement with Perkins Coie LLP in the amount of \$50,000 for legal services for the New City Hall project.
 - (h) Resolution No. 7089 authorizing execution of all documents associated with the property transaction between the City of Bellevue and 1020 Tower LLC,

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5552

AN ORDINANCE authorizing the City Manager or his designee to execute a Homeland Urban Area Security Initiative (UASI) II grant agreement (and supplements if necessary) with King County; authorizing the City Manager or his designee to execute Interlocal Agreements to provide Public Safety Wireless Mobile Communication Services for participating Eastside Communication Center Customers; amending the 2003-2009 CIP Plan to establish a new CIP project, CIP Plan No. PS-54, Zone 1 Wireless Project and to increase the CIP Plan; and, authorizing the City Manager or his designee to execute a contract amendment with ARINC, the Public Safety Wireless System Integrator, to expand ARINC's services to Bellevue to include these Eastside Communication Center Customers.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a grant agreement (and supplements if necessary) with King County for acceptance of \$563,685.00 in Homeland Urban Area Security Initiative (UASI) II funds for expansion of the Public Safety Wireless Project, a copy of which Contract is hereby given Clerk's Receiving No. <u>36711</u>.

Section 2. The City Manager or his designee is authorized to execute Interlocal Agreements to provide Public Safety Wireless Mobile Communication Services for participating Eastside Communication Center Customers (Eastside Fire & Rescue, Kirkland Fire Department, Redmond Fire Department, Woodinville Fire and Life Safety and the Clyde Hill Police Department), a copy of which Interlocal Agreements are hereby given Clerk's Receiving Numbers: 36884, 36883, and 36880.

Section 3. The City's 2003-2009 General Capital Investment Program Plan adopted by Ordinance No. 5426 on December 9, 2002 as previously amended is hereby further amended to establish a new CIP project, CIP Plan No. PS-54, Zone 1 Wireless Project, and to increase the 2003-2009 CIP Plan by \$1,380,674 as follows:

Funding Source

UASI II Grant	\$	563,685
Zone 1 Agencies (Via Interlocal Agreements)		808,513
Bellevue Police Operating Budget		<u>8,476</u>
Total	\$1	.380.674

ORIGINAL

Provided, however, if the actual revenue received from the anticipated sources specified herein shall be more or less than the anticipated amount set forth herein, the CIP Plan No. PS-54 shall be adjusted to be equal to the amount actually received.

Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of CIP Plan PS-54 funds and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 5. The City Manager or his designee is authorized to execute a contract amendment with ARINC, (the Public Safety Wireless System Integrator) to the contract previously given Clerk's Receiving No., 33478, to expand ARINC's services to Bellevue to include services to the Eastside Communications Center Customers, a copy of which contract amendment is hereby given Clerk's Receiving No. (See. attached explonation)

Section 6. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 1840 da	ay of October.
2004, and signed in authentication of its passage t	this 1844 day of October
, 2004.	-
(SEAL)	

Connie B. Marshall, Mayor

Approved as to form:

Lori M. Rjordan, Acting City Attorney

Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published October 22 2004

Note regarding Section 5 of Ordinance No. 5552:

The contract amendment referenced in Section 5 was never executed or assigned a Clerk's Receiving Number.

The contract with ARINC was terminated by Amendment 4 (Clerk's Receiving No. 37402) effective April 11, 2005. See Ordinance No. 5592 approved by the City Council on April 4, 2005.

/kaw

ORIGINAL

CITY OF BELLEVUE, WASHINGTON ORDINANCE NO. _5592__

AN ORDINANCE authorizing the City Manager or his designee to execute any and all documents necessary to terminate the Public Safety Wireless Mobile Communications Systems contract between the City of Bellevue and ARINC, Inc., to enter into contracts with subcontractors to complete the Public Safety Wireless Mobile Communications, provided these contracts remain within the original project budget previously approved by Council, and to amend the 2005-2006 Biennial Budget to approve the addition of two (2) FTEs to support the Public Safety Wireless Mobile Communications Systems.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute any and all documents necessary to terminate the Public Safety Wireless Mobile Communications Systems contract between the City of Bellevue and ARINC, Inc.

Section 2. The City Manager or his designee is authorized to execute any and all documents necessary to enter into contracts with subcontractors to complete the Public Safety Wireless Mobile Communications, provided these contracts remain within the original project budget previously approved by Council.

Section 3. The City's 2005-2006 Biennial Budget adopted by Ordinance No. 5580 on December 6, 2004 is hereby amended to approve the addition of two (2) to support the Public Safety Wireless Mobile Communications Systems.

Section 4. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 4th day of april , 2005, and signed in authentication of its passage this 4th day of april , 2005.

Connie B. Marshall, Mayor

Approved as to form:

Lori M. Riordan, City Attorney

Jerome Y. Roache, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published April 8, 2005